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Filed:  06-12-18

Sponsored by:  Fisk

First Reading:

Second Reading:

COUNCIL BILL  2018 - 160

GENERAL ORDINANCE

AN ORDINANCE

1 APPROVING an amendment to Article 18 – Wages of The Collective Bargaining  
2 Agreement Between: The City of Springfield, Missouri and The  
3 Springfield Police Officers’ Association, Fraternal Order of Police Lodge  
4 22 and authorizing the City Manager, or his designee, to acknowledge  
5 and deliver the amendment on behalf of The City of Springfield,  
6 Missouri, to the Bargaining Unit, and declaring an emergency.  
7  
8

9 WHEREAS, the City of Springfield, Missouri (the “City”) has an established  
10 framework for certain City employees to engage in collective bargaining, and this  
11 established framework is set forth in General Ordinance 6090; and  
12

13 WHEREAS, the City recognizes the Springfield Police Officers’ Association  
14 (“SPOA”), Fraternal Order of Police Lodge 22 (hereinafter the “SPOA 22”), as the sole  
15 collective bargaining representative of the Springfield Police Department by Special  
16 Ordinance 26344; and  
17

18 WHEREAS, the City established a team (the “City’s team”) for the purposes of  
19 collectively bargaining as the exclusive agent for the City for collective bargaining; and  
20

21 WHEREAS, the City and SPOA 22 are parties to a certain Collective Bargaining  
22 Agreement effective July 1, 2017 (the “Agreement”); and  
23

24 WHEREAS, the City’s team met with SPOA 22 and conferred and discussed  
25 wages, benefits, and other terms and conditions of employment in order to reach a  
26 mutually satisfactory proposed amendment to Article 18 of The Collective Bargaining  
27 Agreement (the “Amendment”); and  
28

29 WHEREAS, the City’s team and SPOA 22 reached an agreement on the  
30 Amendment, and submit the proposed Amendment to City Council for consideration and  
31 approval; and  
32

33 WHEREAS, the agreement on the proposed Amendment is economically

34 consistent with the Fiscal Year 2019 budget passed by City Council.

35  
36 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF  
37 SPRINGFIELD, MISSOURI, as follows, that:

38  
39 Section 1 – The proposed Amendment to Article 18 – Wages of The Collective  
40 Bargaining Agreement by and between the City and SPOA 22, attached hereto and  
41 incorporated herein as “Exhibit A,” has been reviewed and considered by the Council of  
42 the City of Springfield, Missouri.

43  
44 Section 2 – The Council of the City of Springfield, Missouri, hereby approves the  
45 Amendment as a final and binding Amendment between the City and SPOA 22 for a  
46 finite term and duration as set forth within the terms of The Collective Bargaining  
47 Agreement, as now amended.

48  
49 Section 3 - The Council of the City of Springfield, Missouri, hereby authorizes  
50 and directs the City Manager, or his designee, to acknowledge and deliver, for and on  
51 behalf of, and as the act and deed of the City, the Amendment as the final and binding  
52 Amendment to The Collective Bargaining Agreement between the City and SPOA 22,  
53 and such other documents as may be necessary or desirable to carry out and comply  
54 with the intent of this Ordinance.

55  
56 Section 4 – This Ordinance shall inure to the benefit of the City and SPOA 22  
57 and their respective successors and assigns.

58  
59 Section 5 – The sections of this Ordinance shall be severable. In the event any  
60 section of this Ordinance is found by a court of competent jurisdiction to be invalid, the  
61 remaining sections of this Ordinance shall be deemed valid, unless the court finds the  
62 valid sections of this Ordinance are so essentially and inseparably connected with, and  
63 so dependent upon the void sections, that it cannot be presumed that the City Council  
64 would have enacted the valid sections without those deemed invalid; or unless the court  
65 finds that the valid sections, standing alone, are incomplete and are incapable of being  
66 executed in accordance with the legislative intent.

67  
68 Section 6 – City Council hereby finds and declares that an emergency exists in  
69 that this Ordinance relates to labor management relations and employee compensation  
70 and benefits, and therefore, involves the immediate preservation of public peace,  
71 property, health, and safety; therefore, this Ordinance shall be in full force and effect  
72 immediately after its adoption by the City Council.

73  
74 Passed at meeting: \_\_\_\_\_

75  
76 \_\_\_\_\_  
77 Mayor

78  
79 Attest: \_\_\_\_\_, City Clerk

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Filed as Ordinance: \_\_\_\_\_

Approved as to form: Franklin Dan Bonin II, City Attorney

Approved for Council action: [Signature], City Manager

**EXPLANATION TO COUNCIL BILL 2018-160**

FILED: 06-12-18

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: Approving an amendment to Article 18 – Wages of The Collective Bargaining Agreement Between: The City of Springfield, Missouri and The Springfield Police Officers’ Association, Fraternal Order of Police Lodge 22 and authorizing the City Manager, or his designee, to acknowledge and deliver the amendment on behalf of The City of Springfield, Missouri, to the Bargaining Unit, and declaring an emergency.

BACKGROUND: In light of the Missouri Supreme Court’s rulings, the City, without affecting or superseding the authority of the Missouri State Board of Mediation, established a framework for certain regular employees of the City to engage in collective bargaining. Pursuant to City Code section 2-94, the City entered into collective bargaining with the Springfield Police Officers’ Association (“SPOA”), Fraternal Order of Police Lodge 22, the sole Bargaining Unit of the Springfield Police Department. The current agreement was entered into on July 1, 2017, and is being amended. The attached “Exhibit A,” reflects the Amendment to Article 18 – Wages of the Collective Bargaining Agreement and this amendment to the agreement was reached voluntarily through the collective bargaining process. The amended agreement is to be effective July 1, 2018, through June 30, 2020.

REMARKS: This bill is presented as an emergency. The recommendations and explanations contained herein are consistent with Council’s policies.

It is respectfully requested that Council give consideration and approval of the Amendment to Article 18 – Wages of the Collective Bargaining Agreement and that Council ratify this Amendment to the Collective Bargaining Agreement with an effective date of July 1, 2018, through June 30, 2020.

Submitted by:

Approved by:

  
\_\_\_\_\_  
Darla Morrison,  
Director of Human Resources

  
\_\_\_\_\_  
Greg Burris,  
City Manager

# Exhibit A

## AMENDMENT TO ARTICLE 18 – WAGES OF THE COLLECTIVE BARGAINING AGREEMENT

THIS AMENDMENT to Article 18 of THE COLLECTIVE BARGAINING AGREEMENT BETWEEN: THE CITY OF SPRINGFIELD, MISSOURI AND THE SPRINGFIELD POLICE OFFICERS' ASSOCIATION (SPOA), FRATERNAL ORDER OF POLICE LODGE 22 (the "Amendment") is between The City of Springfield, Missouri ("the City"), and The Springfield Police Officers' Association, Fraternal Order of Police Lodge 22 ("SPOA 22").

WHEREAS, the City and SPOA 22 are parties to a certain Collective Bargaining Agreement effective July 1, 2017 (the "Agreement"); and

WHEREAS, the City and SPOA 22 wish to amend a certain provision of the Agreement as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations hereinafter contained, the parties do hereby agree to amend the Agreement as hereinafter provided:

1. Effective as of the date approved by City Council, Article 18 – Wages, of the Agreement, is hereby deleted in its entirety and the following is inserted in its place:

### ARTICLE 18 – WAGES

**18.1** The economic package for SPOA 22 for Fiscal Year 2019 ("economic package") is contingent on the stipulations set forth in Section 18.1.1 below, and said economic package includes the following:

- (a) Effective during Fiscal Year 2019, the City will fund the Merit Steps for Salary Grades Two (2) through Twelve (12) within the bargaining unit contained in the Law Enforcement Schedule (LES) pay schedule. This change shall be effective for the pay period commencing July 8, 2018, with a corresponding pay date of July 26, 2018.
- (b) In July 2018, and in January 2019, Salary Grade Two (2) within the bargaining unit contained in the LES pay schedule shall receive a one and one-half (1 ½ %) percent increase in base salary. The July 2018 change shall be effective for the pay period commencing July 8, 2018, with a corresponding pay date of July 26, 2018. The January 2019 change shall be effective for the pay period commencing January 6, 2019, with a correspondence pay date of January 24, 2019.
- (c) In July 2018, and in January 2019, Salary Grade Five (5) within the bargaining unit contained in the LES pay schedule shall receive a one and one-half (1 ½ %) percent increase in base salary. The July 2018 change shall be effective for the pay period commencing July 8, 2018, with a corresponding pay date of July 26, 2018. The January 2019 change shall be effective for the pay period commencing January 6, 2019, with a correspondence pay date of January 24, 2019.
- (d) In July 2018, Salary Grade Ten (10) within the bargaining unit contained in the LES pay schedule shall receive a one (1 %) percent increase in base salary to Step 13. The July 2018 change shall be effective for the pay period commencing July 8, 2018, with a corresponding pay date of July 26, 2018.

**18.1.1** The economic package set forth in Sections 18.1(a) through 18.1(d) above is contingent on the following understood stipulations between the parties:

- (a) In order to fund Fiscal Year 19, it is understood that the Chief of Police will use on-going funds from Fiscal Year 18 that arose out of a savings from the amount budgeted for the purchase of recruit uniforms, due to a change in uniform specifications and the resulting bid process; and
- (b) In order to fund Fiscal Year 19, the parties agree to the funds allocated for the Fiscal Year 19 Police Department budget and that the City will not allocate funds beyond this established budget for wages; therefore, other funds in the Police Department budget, at the Chief's discretion, may need to be forfeited to ensure budgeted salary reconciliation; and
- (c) The parties agree and understand that this economic package costs more than originally recommended by the Director of Finance; therefore, if wage reopener negotiations are initiated for Fiscal Year 2020, \$139,861 of that amount of money will be applied against the negotiated pool of compensation funds if either of the following conditions occur:
  - i. The revenues for Fiscal Year 19 fall below the projections contained in the City Manager's Fiscal Year 19 budget message by more than \$139,861; or
  - ii. If other funds in the Police Department Fiscal Year 19 budget, at the Chief's discretion, are forfeited in the amount of \$10,000 or more to ensure budgeted salary reconciliation.

**18.2** Beginning with the 70<sup>th</sup> Academy Class, LES probationary employees who graduate from the Springfield Police Academy and after being commissioned as a law enforcement officer shall advance on the LES 2 Salary Grade from Step 1 to Step 2 effective the beginning of the first full pay period following academy graduation. Once advancement to Step 2 occurs the employee is then eligible to advance to the next step consistent with the criteria outlined in Merit Rule 18.2(a).

**18.3** If at any time during Fiscal Year 2019 any Employee Group of City employees receives a wage and/or benefit package representing an amount greater than the economic package set forth above, then the SPOA 22 bargaining unit shall receive an across the board increase equal to the amount received by the Employee Group that is greater than their economic package. This "me too" provision shall take effect the first pay period following the City Council's approval of the other Employee Group's economic package, whether it is approved at the beginning of Fiscal Year 2019 or later in the fiscal year. This does not apply when increases or adjustments are made to specific positions within a defined Employee Group, or to those positions who report directly to City Council, or to an administrative board.

**18.4** The SPOA may notify the City of its desire to engage in wage reopener negotiations for Fiscal Year 2020 at least 30 days before the commencement of such successor negotiations. The negotiations shall begin no later than March 1, 2019. Before the commencement of negotiations, the City shall provide the SPOA a detailed cost analysis of the current wages and benefits of the bargaining unit and a projection of the cost of funding the merit steps in essentially the same form as provided to the SPOA on May 30, 2017, except that this information shall be provided in excel spreadsheet form that is not locked in order to facilitate the SPOA's calculation of the cost of its proposals. It is the objective of this schedule for wage reopener negotiations to begin in sufficient time for the SPOA's proposals to be considered during the budget process.

2. Unless otherwise indicated, all remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year first written below.

\_\_\_\_\_ Date

THE CITY

By: \_\_\_\_\_  
Greg Burris, City Manager

SPOA 22

By: \_\_\_\_\_  
Chris, President